

9-1-81 - 6-30-83

This AGREEMENT is entered into the 11th day of May, 1981, between the BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN, hereinafter called the "Board", and the FORT LEE ADMINISTRATIVE GROUP, hereinafter called "FLAG".

ARTICLE I
RECOGNITION

The Board hereby recognizes FLAG, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning grievances and the terms and conditions of employment for all employees who comprise the unit hereunder as follows:

- (a) Principal
- (b) Assistant Principal
- (c) Director of Adult Education
- (d) George Mitchell as Director of Guidance, subject, however, to the following:

George Mitchell, as Director of Guidance, is in the classification of department head and is under the direct supervision of the principal and assistant principal of Fort Lee High School. George Mitchell is neither a supervisor nor administrator. Nothing in this resolution shall be construed or interpreted in any manner whatsoever as conferring on George Mitchell, as Director of Guidance, any rights, entitlements or benefits whatsoever, as a supervisor or administrator. The granting of the right to George Mitchell to become a part of the supervisor's negotiating unit, known as the Fort Lee Administrative Group, shall be limited to George Mitchell, as Director of Guidance, and not to the position of director of guidance. In the event George Mitchell resigns from the Fort Lee School System, his successor, as Director of Guidance, shall have no right whatsoever to become a member of the supervisor's negotiating unit.

The following personnel are hereby specifically excluded from the negotiation unit:

- (a) Superintendent of Schools
- (b) Assistant Superintendent of Schools
- (c) General Elementary Supervisor and/or Director of Elementary Education.

ARTICLE II

SALARIES

A. Salary Schedule and Annual Compensation Differential.

1. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1981-1982 (July 1st to June 30th) are set forth in Exhibit A, attached hereto and made a part hereof.

2. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1982-1983 (July 1st to June 30th) are as set forth in Exhibit B, attached hereto and made a part hereof.

B. Withholding of Increments.

1. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, and/or the annual compensation differential, of any employee upon (a) the recommendation of the Superintendent of Schools and (b) pursuant to the provisions and procedures as prescribed by N.J.S.A. 18A:29-14, as amended and supplemented.

C. Placement on Salary Schedule.

1. Adjustment to Salary Schedule

Each employee covered by this Agreement shall be placed on the salary schedule in accordance with the present prorating system of steps, except as otherwise set forth in this Agreement.

2. Credit for Experience

Whenever a person shall hereafter accept office, position, or employment, covered under this Agreement, his initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Board of Education. The Board shall evaluate his outside educational experience and has the sole right to fix starting salary.

3. In computing the Administrators' salaries for the school year 1981-82 in accordance with Exhibit A attached, and for the school year 1982-83 in accordance with Exhibit B attached, the Fort Lee Teachers' Salary Guide for the prior year shall be used, i.e. 1981-82 salaries computed on the Fort Lee Teachers' Salary Guide for 1980-81, except, however, as otherwise set forth in this Agreement, including Exhibits A and B attached.

ARTICLE III
HEALTH INSURANCE

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, as such dependents are defined and included under the following insurance policies, the following health insurance benefits under the New Jersey Public and School Employees Health Benefits Plan:

- a) New Jersey Blue Cross hospitalization.
- b) New Jersey Blue Shield medical-surgical, including Rider J.
- c) Major Medical Insurance.

2. The Board may change insurance carriers at its option and after notification to FLAG, provided substantially similar benefits are provided.

3. The Board agrees to provide for a dental coverage plan, the cost of which is to be borne by the Board and the individual employees, as hereinafter set forth, with the New Jersey Dental Services Plan, Inc. for all employees covered by this Agreement, together with their eligible dependents, as such dependents are defined in the insurance policy. The Board reserves the right, at its option, after notification to

FLAG to change insurance carriers provided substantially similar benefits are provided. The Board agrees to contribute toward the cost of the dental plan a sum not to exceed \$ 394.80 per year for each employee covered by this Agreement. Any additional cost over and above the \$394.80 per year per employee shall be paid by the individual employee by way of payroll deduction.

ARTICLE IV
SICK LEAVE

1. All Employees covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.

2. All Employees covered under the terms of this Agreement shall also be entitled to the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (meaning, the portion that is beyond the accumulated sick leave days) regular salary less the pay of a substitute, if a substitute is employed, or the estimated cost of employment of a substitute, if none is employed, under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of days in a continuous absence thus to be covered by the difference in pay to depend upon the number of days of the employees' accumulated sick leave at the onset of this absence for illness or injury according to the following table:

<u>Days Accumulated</u>	<u>Additional Days</u>
1 - 30	Two days for each day listed in the column to the left.
31 or more	Two days for each day listed in the column to the left except that the maximum will be 65.

3. The following additional sick leave benefits are operative for employees at the time of their retirement, thus in effect establishing for these employees a terminal leave provision:

- (a) Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employee's Retirement System.
- (b) These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be $\frac{1}{2}$ of the number of days of credited cumulative sick leave as of the time of retirement, except that not more than 100 days of totally of this payment within the terminal leave period shall be allowed.
- (c) The said salary payment within the period of terminal leave shall be calculated on the basis of $\frac{1}{20}$ of the employee's monthly salary rate at the time of retirement as the determinant of the rate of compensation which shall be paid within the said leave period for each day of said terminal leave.
- (d) In administering this benefit it is expected that the terminal leave period will commence at the close of a regular school year.

4. Any employee wishing to exercise the foregoing sick leave provision of paragraph No. 2 above should complete in triplicate copies the following "Employee's Statement" section of this form, Exhibit D. The employee should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the covering note** of justification from the employee's personal doctor and also a stamped envelope self-addressed to the employee.

** Note necessary only when more than 5 days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the employee's appertaining illness or injury.

The employee may expect the Medical Director to mail back to the employee the original copy (first) of this form signifying the action taken by the Medical Director. The employee should then send this completed form to the Secretary of the Fort Lee Board of Education.

5. The report form titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Whenever the sick-leave absence of any employee of the Board of Education shall have passed ten consecutive working days, said employee shall submit to the Secretary of the Board of Education by the fifteenth consecutive working day, whether or not said employee shall have returned to work by said fifteenth day, starting the counting of said fifteen days with the initial day within said absence period, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the involved illness or injury, and (2) the physician's prognosis of the anticipated date for said employee's capacity for return to his regular employment with the Board of Education. Said prognosis should stipulate any indicated need for part-time, with extent thereof, rather than full-time work in said employment, and any indicated need for physical or other limitations of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forthwith present a copy of said medical certificate to the members of the Fort Lee Board of Education ~~and to the Secretary of the Board of Education~~, and the Superintendent of Schools.

ARTICLE V TEMPORARY LEAVE OF ABSENCE ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

1. ~~Emergency Leave. Only employees working more than half time on a 10 or 12 month contract shall be entitled to emergency leave.~~ A total of five days of emergency leave shall be allowed an employee without pay deduction when his absence is necessitated by:

- a) Court Order. to or an emergency in
- b) Death, critical illness or injury / a member of his immediate family (Father, Mother, brother, sister, husband, wife or child) or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household.

The employee may be required to submit to the Board of Education, through the ~~Secretary to the Board of Education~~ ~~cerning employees assigned to the Board Secretary's office or the Supervisor of Buildings and Grounds' Office, or through the Superintendent of Schools in all other cases,~~ a statement of the necessity for his absence. In case the employee claims illness of a relative the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five days absence in any one year is imperative.

2. Personal Leave - Annually one day of personal leave shall be allowed an employee without pay deduction. Written application to the Superintendent of Schools for such personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he is taking it under this Section.

3. The report form titled Employee's Report of Reason for Absence, Exhibit E shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

4. No employee of the Board of Education shall remain absent from said employee's work over more than ten consecutive working days for any purpose other than said employee's personal illness or

injury except as such employee seeks and receives advance approval from the Board of Education, through ~~the Secretary, to the Board or~~ the Superintendent of Schools, ~~as the case may be,~~ to cover said absence in excess of said ten consecutive working days, with the allowed deviation as stipulated in the following statement. The ~~Secretary of the Board or the Superintendent of Schools, as the case may be,~~ is empowered to extend such span of absence beyond said ten day period, up to the next date on which the Board of Education will meet.

ARTICLE VI EXTENDED LEAVE OF ABSENCE

1. Additional sick leave allowance as set forth in Article IV, Sick Leave, paragraph No. 2.

2. The following maternity leave provisions:

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

a) Maternity leave shall be granted subject to the following conditions:

1. An employee shall notify ~~the Board Secretary in the case of employees assigned to the Board Secretary's Office or the Office of the Supervisor of Buildings and Grounds,~~ or the Superintendent of Schools ~~in all other cases,~~ of her pregnancy as soon as it is medically confirmed.

2. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

3. Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.

4. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

b) An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.

c) The leave of absence granted a non-tenure employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.

d) Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, the employee shall indicate to the Board, in writing, that she intends to return to employment at least six months prior to the intended date of return. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.

e) The time spent on maternity leave shall not count toward fulfillment of the time requirements from acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.

f) No employee shall be removed from her duties during pregnancy, except upon one of the following:

1. The Board has found her work performance has substantially declined from the time immediately prior to her pregnancy.

2. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:

- i. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

- ii. The Board's physician and the employee's physician agree that she cannot continue working, or

- iii. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally between the employee and the Board.

3. Any other just cause.

g) The report form S-29, titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

ARTICLE VII

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom FLAG is authorized to negotiate in accordance with Article 1 "Recognition," of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of FLAG by its internal procedures, shall be signed by the Board and FLAG. Prior to execution of the Agreement, FLAG's representatives shall notify the Board in writing that they are authorized to execute the agreement in accordance with and in compliance with its internal procedures.

ARTICLE VIII

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect as of July 1, 1981, and shall remain in full force and effect through June 30, 1983, except, however, that FLAG shall have the right to reopen this Agreement as of October 15, 1981, for negotiations solely and expressly limited to (a) the employees cost of the dental plan for the 1982-83 school year and (b) for medically related fringe benefits such as eye glasses and the like which may be included in the 1982-83 Agreement between the Board and the Fort Lee Coalition of Teachers, and for no other purpose..

FORT LEE ADMINISTRATIVE GROUP

FORT LEE BOARD OF EDUCATION
FORT LEE, NEW JERSEY

BY:

Albert Biancardi
Albert Biancardi President
(Vice)

BY:

Roselin Ottenheimer
Roselin Ottenheimer-President

ATTEST:

George Myers
George Myers Secretary

ATTEST:

Frank Buono
Frank Buono Secretary

Members of Negotiating Committee:

Ernest Ritenhouse
Ernest Ritenhouse - Chairman

Antonio Consoli - Member

Richard Weissenborn
Richard Weissenborn - Member

This is to certify that the undersigned have been duly authorized by the Fort Lee Administrative Group to execute the above Agreement on behalf of the Fort Lee Administrative Group and in accordance and in compliance with the internal procedures of the Fort Lee Administrative Group.

Dated:

Albert Biancardi
Albert Biancardi Vice President
George Myers
George Myers Secretary

EXHIBIT A
SALARY SCHEDULE

July 1, 1981 - June 30, 1982

1. The Administrators' annual salaries for the 1981-1982 school year shall be computed and determined in the following manner:

- a) In accordance with their proper place as a regular teacher on the 1980-81 Fort Lee Teachers' Salary Guide, except as otherwise set forth in this Agreement, including Exhibit A and B attached; and
- b) In accordance with their placement and position on the Annual Compensation Differential Amount for Administrators as follows:

- (1) Principals, Elementary Schools; Director of Adult Education; and Assistant Principal of High School:

<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 6,500.00
2	7,500.00
3	8,500.00
4	9,500.00

- (2) Principal - Intermediate School:

<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 7,350.00
2	8,350.00
3	9,350.00
4	10,350.00

- (3) Principal - High School:

<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 8,700.00
2	9,700.00
3	10,700.00
4	11,700.00

- c) In computing that portion of the Administrators' salary based on the Teachers' Salary Guide, as set forth in a) above, the maximum allowance for each Administrator shall be Class III (M.A. + 30 points).

EXHIBIT A

2. The annual Salary for the 1981-1982 (July 1st to June 30th) school year for George Mitchell, Director of Guidance, shall be computed and determined in the following manner:

- a) Salary in accordance with his proper place as a regular teacher on the 1981-82 Fort Lee Teachers' Salary Guide -----\$ _____

-PLUS-

- b) Differential compensation in accordance with his proper place on the 1981-82 Salary Guide for Guidance Counsellors -----\$ _____

-PLUS-

- c) Differential compensation in accordance with his proper place on 1981-82 Salary Guide for Department Supervisors but not be exceed the sum of \$ 1,800.00 -----\$ _____

EXHIBIT B

SALARY SCHEDULE

July 1, 1982 - June 30, 1983

1. The Administrators' annual salaries for the 1982-1983 school year shall be computed and determined in the following manner:

- a) In accordance with their proper place as a regular teacher on the 1981-82 Fort Lee Teachers' Salary Guide, except as otherwise set forth in this Agreement, including Exhibit A and B attached; and
- b) In accordance with their placement and position on the Annual Compensation Differential Amount for Administrators as follows:

- (1) Principals, Elementary Schools; Director of Adult Education; and Assistant Principal of High School:

<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 6,800.00
2	7,800.00
3	8,800.00
4	9,800.00

- (2) Principal - Intermediate School:

<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 7,750.00
2	8,750.00
3	9,750.00
4	10,750.00

- (3) Principal - High School:

<u>Years in Service in Above Named Positions</u>	<u>Annual Compensation Differential Amount</u>
1	\$ 9,200.00
2	10,200.00
3	11,200.00
4	12,200.00

- c) In computing that portion of the Administrators' salary based on the Teachers' Salary Guide, as set forth in a) above, the maximum allowance for each Administrator shall be Class III (M.A. + 30 points)

2. The annual salary for the 1982-83 (July 1st to June 30th) school year for George Mitchell, Director of Guidance, shall be computed and determined in the following manner:

a) Salary in accordance with this proper place as a regular teacher on the 1982-83 Fort Lee Teachers' Salary Guide -----\$ _____

-PLUS-

b) Differential compensation in accordance with his proper place on the 1982-83 Salary Guide for Guidance Counsellors -----\$ _____

-PLUS-

c) Differential compensation in accordance with his proper place on 1982-83 Guide for Department Supervisors but not to exceed the sum of \$ 1,800.00 -----\$ _____

-PLUS-

d) Ten per cent (10%) of the sum of a), b) and c) above -----\$ _____

e) Total sum of a), b), c) and d) = annual salary -----\$ _____

EXHIBIT C

INTENTIONALLY LEFT BLANK

EXHIBIT D

EMPLOYEE'S STATEMENT:

I was absent on the following day(s):

Absence starting on date of _____
(Month) (Day) (Year)

and extending through date of _____
(Month) (Day) (Year)

thus making a total of employment days of absence for this occasion:

No. of working days absent _____

No. of days of accumulated sick leave at the onset of this absence _____ due to the following illness or injury
(list your personal doctor's diagnosis if a personal doctor was consulted, otherwise your own diagnosis): _____

as explained in the herewith attached note (this note necessary only when more than 5 days of extended leave is requested)
from my personal doctor: _____

Name of personal doctor _____

Full address of personal doctor _____

Date of this doctor's note _____

I request approval of the Board of Education Medical Director for the following number of additional days as extended
leave within the provision of the policy delineated at the top of this form: _____

(Date signed)

(Signature of Employee)

(School)

ACTION OF THE BOARD OF EDUCATION MEDICAL DIRECTOR ON THE ABOVE APPLICATION

The following portion of this form will be completed by the Medical Director through his affixing an X mark in the
appropriate box, then signing and dating this form and subsequently mailing the signed copy to the employee in the stamped,
self-addressed envelope that the employee has provided.

☐

I approve the above request.

☐

I disapprove the above request.

(Date signed)

(Signature of the Medical Director)

EXHIBIT E

FORT LEE PUBLIC SCHOOLS

S-28

EMPLOYEE'S REPORT OF REASON FOR ABSENCE

INSTRUCTIONS:

For maintaining accuracy in record keeping, this report form should be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work following any day of absence for any reason. For this purpose, the immediate superior is defined as the Principal to whom the employee is assigned for administrative purposes except that cafeteria personnel shall submit their report to the Cafeteria Director, and driving custodians who service more than one school building shall submit their report to the Board of Education office.

The here-defined immediate superior, as the Principal, shall retain for file one copy of this report and promptly submit the other copy to the office of the Secretary of the Board of Education.

EMPLOYEE'S STATEMENT:

On the following day(s) I will be or was absent for the following reason:

Absence starting on date of _____ (Month) _____ (Day) _____ (Year)

and extending through date of _____ (Month) _____ (Day) _____ (Year)

thus making a total of employment days of absence for this occasion:

No. of working days absence _____

for the reason of:

(Check one, and fill in any blanks on item checked; if more than one reason is applicable, fill in to the left of each box checked the appropriate date.)

☐

Sick leave (my own personal illness or injury)
Employees on 10-month contracts allowed 10 days per year and employees on 12-month contract allowed 12 days per year, with additionally unused portions accumulated from previous years allowed - without pay deduction.

☐

Emergency leave Up to 5 days per year without pay deduction is allowed for (1) court order, or (2) death, critical illness or injury of a member of my immediate family (father, mother, brother, sister, husband, wife or child) or my in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household. If for death, critical illness or injury, state here the relationship of the involved person.

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Personal leave: One day per year without pay deduction is allowed when reason for absence is presented in writing and is administratively approved per regulations of the Board of Education.

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Attendance at professional conference, convention, or meeting when approved in advance by the Superintendent of Schools or the Board of Education.

State occasion and place:

THIS REPORT MAY NOT BE CHANGED AFTER FILING

(Date signed)

(Signature of Employee)

4/17/74

(School)